

LAW OFFICES

ROSS & HARDIES

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

150 NORTH MICHIGAN AVENUE
CHICAGO, ILLINOIS 60601-7567

312-558-1000

TWX NUMBER
910-221-1154

TELECOPIER
312-750-8600

529 FIFTH AVENUE
NEW YORK, NEW YORK 10017-4608
212-949-7075

580 HOWARD AVENUE
SOMERSET, NEW JERSEY 08875-6739
201-563-2700

888 SIXTEENTH STREET, N.W.
WASHINGTON, D.C. 20006-4103
202-296-8600

T. STEPHEN DYER

March 31, 1989

RECORDATION FILE

16143-A
FILED 1425

9-093A002

VIA FEDERAL EXPRESS

APR 3 1989 - 11 55 AM

INTERSTATE COMMERCE COMMISSION

Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission
12th Street & Constitution Avenue, N.W.
Washington, D.C. 20423

Date _____

Fee \$ _____

ICC Washington, D.C.

Dear Ms. McGee:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are one original executed copy and three photostatic copies of an Amendment Number One to Loan and Security Agreement, dated as of March 30, 1989 (the "Amendment"), between PLM Income Advantage Fund, a California limited partnership, and Irving Trust Company, relating to a Loan and Security Agreement, dated as of December 30, 1988 (the "Loan and Security Agreement"), between PLM Income Advantage Fund, a California limited partnership, and Irving Trust Company, duly recorded and filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on January 5, 1989, under Recordation Number 16143 which Loan and Security Agreement is a primary document as defined in the Commission's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed document is:

Borrower

PLM Income Advantage Fund
c/o PLM Financial Services, Inc.
655 Montgomery Street
Twelfth Floor
San Francisco, CA 94111

Went
16413
no.
APR 3 11 49 AM '89
HOTEL OPERATING UNIT

Lender

Irving Trust Company
One Wall Street
New York, New York 10015
Attention: Transportation Department

A description of the railroad equipment covered by the enclosed document is set forth on Schedule 1 attached to the Amendment.

Also enclosed is a check in the amount of \$13.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return the stamped original executed copy and two stamped photostatic copies of the enclosed document and the stamped photostatic copy of this letter to T. Stephen Dyer, Ross & Hardies, 150 N. Michigan Avenue, Chicago, Illinois 60601.

Following is a short summary of the enclosed document and the primary document to which it relates:

Document to be Recorded

Amendment Number One to Loan and Security Agreement, dated as of March 30, 1989, between PLM Income Advantage Fund, a California limited partnership, and Irving Trust Company, amending the terms and extending the maturity of the loan made pursuant to the Loan and Security Agreement and relating to the railcars described on Schedule 1 thereto.

Primary Document to Which it Relates

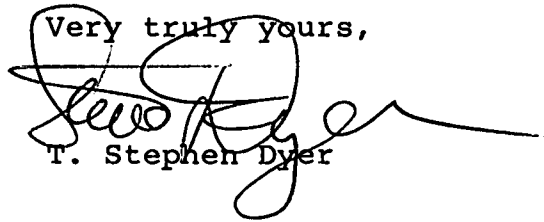
Loan and Security Agreement, dated as of December 30, 1988, between PLM Income Advantage Fund, a California limited partnership, as Borrower, and Irving Trust Company, as Lender, recorded and filed with the Interstate Commerce

Noreta R. McGee
March 31, 1989
Page 3

Commission pursuant to 49 U.S.C. §11303
on January 5, 1989 under Recordation
Number 6143

Please contact the undersigned (collect, if necessary)
if you have any questions concerning this filing.

Very truly yours,



T. Stephen Dyer

TSD:gh
Enclosure

cc: Wendy Bell
Stephen Pochos
G. Herbert Gaul

Interstate Commerce Commission
Washington, D.C. 20423

4.6.89

OFFICE OF THE SECRETARY

T. Stephen Dyer
Ross & Hardies
150 North Michigan Avenue
Chicago, Illinois 60601-7567

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 4.3.89 at 11:55am, and assigned recordation number(s). 16143-A

Sincerely yours,

Mildred R. Lee
Secretary

Enclosure(s)

If There is Anymore mistakes on your documents I will send them back to you. The No. 16413 is in your mind because it is not in my file & I think you Knew that, No more phone calls just returns

Mildred R. Lee
Conveyance Examiner

APR 3 1989 11 25 AM

AMENDMENT NUMBER ONE TO
LOAN AND SECURITY AGREEMENT

INTERSTATE COMMERCE COMMISSION

This AMENDMENT NUMBER ONE TO LOAN AND SECURITY AGREEMENT (the "Amendment") is dated as of this 30th day of March, 1989 by and between PLM INCOME ADVANTAGE FUND, a California limited partnership ("Borrower"), and IRVING TRUST COMPANY ("Lender").

WHEREAS, the Borrower and the Lender have previously entered into a Loan and Security Agreement, dated as of December 30, 1988 (the "Loan and Security Agreement"), previously filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. §11303 on January 5, 1989 and assigned recordation number 1 6143;

WHEREAS, the Borrower and the Lender wish to amend the Loan and Security Agreement and the related Promissory Note, dated December 30, 1988 (the "Note"), from the Borrower to the Lender, to extend the maturity of the Note to June 30, 1989;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto enter into this Amendment No. 1 to the Loan and Security Agreement and agree as follows:

1. All capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings set forth for such terms in the Loan and Security Agreement.
2. The maturity of the Note shall be extended to June 30, 1989, and the parties hereto shall enter into a new promissory note (the "Replacement Note") in substantially the form attached hereto as Exhibit A to this Amendment.
3. The letter agreements, each dated December 30, 1988 (the "Letter Agreements"), pursuant to which PLM Equipment Growth Fund I ("PLM Growth I") and PLM Equipment Growth Fund II ("PLM Growth II"), respectively, each agree to purchase all or a portion of the Units on March 31, 1989, shall be changed to extend the date of such purchase obligations to June 30, 1989.
4. On or prior to the effectiveness of the Replacement Note and the revisions to the Letter Agreements, the Lender shall have received certified copies of appropriate resolutions and other proceedings of the Borrower, PLM Growth I and PLM Growth II, and their respective general partners, approving the actions being taken pursuant to this Amendment, and such other approvals, certificates, agreements and other documents as it may reasonably request.
5. All of the representations and warranties made by

the Borrower in the Loan and Security Agreement, and in any closing certificate or other document previously delivered by the Borrower to the Lender in connection with its entry into the Loan and Security Agreement, are true, complete and correct as if made as of the date hereof; the Loan and Security Agreement, as amended by this Amendment, is a legal, valid and binding obligation of the Borrower, enforceable in accordance with its terms; and the Letter Agreements, amended as described above, are legal, valid and binding obligations of the PLM Growth I and PLM Growth II, respectively, enforceable in accordance with their respective terms.

6. This Amendment shall become effective when the following actions shall have occurred:

(a) this Amendment shall have been executed and delivered by the Borrower and the Lender;

(b) a Replacement Note, in the principal amount of \$9,601,708.60 and having a maturity not later than June 30, 1989, shall have been executed by the Borrower and delivered by the Borrower to the Lender.

(c) the documents referred to in Section 4 hereof shall have been received;

(d) PLM Growth I and PLM Growth II shall have both executed and delivered to the Lender letters extending the date of their purchase obligations under the Letter Agreements to June 30, 1989; and

(e) the Lender shall have received such other documents, certificates and agreements as it shall request of the Borrower.

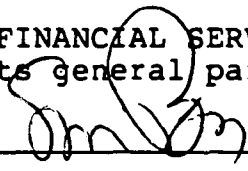
7. Upon the effectiveness of this Amendment, all references in the Loan and Security Agreement to the "Agreement" shall be deemed to mean the Agreement, as amended by this Amendment. All representations, warranties, covenants, conditions and other provisions in the Loan and Security Agreement shall be deemed to encompass the Replacement Note and the amendments added by this Amendment.

8. Except as modified by this Amendment, all provisions of the Loan and Security Agreement shall remain in full force and effect without modification.

IN WITNESS WHEREOF, the parties hereto, pursuant to due corporate authorization and intending to be legally bound have executed this Amendment Number One to Loan and Security Agreement as of the date first written above.

PLM INCOME ADVANTAGE FUND,
a California limited partnership,
Borrower

By: PLM FINANCIAL SERVICES, INC.
its general partner

By:  _____

Stephen M. Best, Its V.P.

IN WITNESS WHEREOF, the parties hereto, pursuant to due corporate authorization and intending to be legally bound have executed this Amendment Number One to Loan and Security Agreement as of the date first written above.

PLM INCOME ADVANTAGE FUND,
a California limited partnership,
Borrower

By: PLM FINANCIAL SERVICES, INC.
its general partner

By: _____

_____, Its _____

IRVING TRUST COMPANY, LENDER

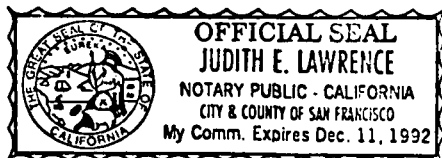
By: Boon E. Tan

Boon E. Tan

ITS Assistant Secretary

STATE OF CALIFORNIA)
)
COUNTY OF SAN FRANCISCO)

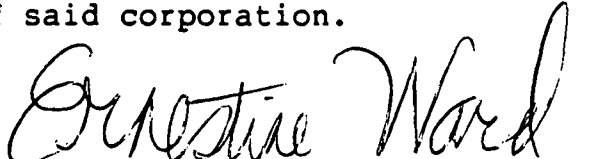
On this 30th day of March, 1989, before me personally appeared Stephen M. Bess, to me personally known, who being by me duly sworn, says that he is the Vice President of PLM FINANCIAL SERVICES, INC., a Delaware corporation and the corporate general partner of PLM INCOME ADVANTAGE FUND, a California limited partnership, that said instrument was signed and sealed on behalf of said limited partnership by its corporate general partner by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said partnership acting through its corporate general partner.



Judith Lawrence
Notary Public

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

On this 29th day of March, 1989, before me personally appeared Boon E. Tan, to me personally known, who being by me duly sworn, says that he is Assistant Secretary of IRVING TRUST COMPANY, that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

(SEAL)

My commission expires: 2/6/91

ERNESTINE WARD
Notary Public, State of New York
No. 41-4946643
Qualified in Queens County
Certificate Filed in New York County
Commission Expires February 6, 1991

EXHIBIT A

PROMISSORY NOTE

\$9,601,708.50

Dated: December 30, 1988

FOR VALUE RECEIVED, PLM INCOME ADVANTAGE FUND, a California limited partnership ("Borrower"), hereby promises, subject to conditions hereinafter set forth, to pay to the order of IRVING TRUST COMPANY ("Lender"), at the principal office of Lender at One Wall Street, New York, N.Y. 10015, or such other place as the holder hereof shall from time to time specify to Borrower, on demand or if no demand is made, on June 30, 1989, the principal amount of \$9,601,708.50, in lawful money of the United States, together with interest, in like money, from the date hereof on the unpaid principal amount hereof from time to time outstanding, in each case at the rate of interest per annum equal to one and one half percent (1 1/2%) in excess of the rate of interest per annum announced from time to time by Irving Trust Company as its prime rate of interest (the "Prime Rate"), each change in the Prime Rate to be effective as of the date of the change; and after maturity or demand, at a rate which is four percent (4%) per annum in excess of the Prime Rate.

Interest shall be payable on March 31, 1989 and on the date on which the outstanding principal amount of this Note shall become due. All payments received in respect of this Note shall be credited first to interest accrued on the outstanding principal amount of this Note and then to the unpaid and outstanding principal on this Note.

This Note is the Note referred to in, and is entitled to the benefit of, the Loan and Security Agreement, dated as of December 30, 1988, between Borrower and Lender, as amended by Amendment Number One to Loan and Security Agreement, dated March 30, 1989, between Borrower and Lender (the Loan and Security Agreement, as amended by Amendment Number One to Loan and Security Agreement, referred to hereinafter as the "Agreement"). The Note is secured by a grant of security made by Borrower to Lender pursuant to the Agreement. Reference is hereby made to the Agreement for a description of the property assigned, the nature and extent of the security and the rights of Lender in respect of such security.

The rate of interest on this Note shall change simultaneously with each change in the Prime Rate, and interest shall be calculated on the basis of the actual number of days elapsed over a 360 day year.

This Note, to the extent permitted by applicable law,

shall bear interest at the Default Interest Rate (as defined in the Agreement) on any part of the principal or interest hereof not paid when due for any period during which the same shall become overdue. If any payment of principal or interest on this Note shall become due on a Saturday, Sunday or any other day in which banking institutions in the State of New York are closed for business, such payment shall be made on the next succeeding business day, and interest shall continue to accrue on this Note through the date of such payment.

This Note is subject to mandatory prepayment and the maturity of the Note may be accelerated, all as provided in the Agreement. Borrower hereby waives presentment, demand or protest of any kind otherwise required in connection with the payment of principal of or interest on the Note or the acceleration of maturity, notice of nonpayment, notice of protest and notice of dishonor. This Note shall be construed in accordance with and governed by the laws of the State of New York, without regard to its conflicts of law doctrine.

Borrower:

PLM INCOME ADVANTAGE FUND, a
California limited partnership

By: PLM FINANCIAL SERVICES INC.,
its general partner

By: 
_____, Its V.P.

SCHEDULE 1

DESCRIPTION OF THE COLLATERAL
(including road numbers)

Description of Railcars: 450 Pullman - standard 53'1" 100 ton
all steel high side fixed end
gondolas, 4,000 cubic foot capacity

Road Numbers: All DEEX

6106-6113	
6115-6134	
6136-6137	6430-6445
6139-6149	6447-6460
6151-6153	6462-6477
6155-6162	6479-6498
6164-6199	6500-6502
6201-6219	6504-6510
6221-6254	6512-6518
6256-6268	6520-6524
6270	
6272-6273	6527-6530
6276-6292	6533-6545
6294-6297	
6299-6302	6547-6554
	6556-6560
6305-6310	6562-6565
6312-6321	6567-6574
6323	6576-6582
6325-6340	6584-6593
6342-6358	8001-8007
6360-6366	
6368-6374	
6376-6393	
6395-6403	
6405-6427	